

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant

Fianna Strategies, LLC 1716 A Street, N.E. Washington, D.C.

2. Registration No.

6132

3. Name of Foreign Principal

Office of the Prime Minister of Georgia

4. Principal Address of Foreign Principal

State Chancellery
Ingorokva St. 7
Tbilisi, Georgia

5. Indicate whether your foreign principal is one of the following:

☒ Foreign government☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (specify) _____☐ Individual-State nationality _____

6. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Executive branch-- Office of the Prime Minister

b) Name and title of official with whom registrant deals

Shota Utiashvili, Senior Adviser to the Prime Minister

7. If the foreign principal is a foreign political party, state:

a) Principal address

b) Name and title of official with whom registrant deals

c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

NOT APPLICABLE

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A September 12, 2012	Name and Title	Signature /s/ Molly Kathleen McKew	eSigned
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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant Fianna Strategies, LLC	2. Registration No. 6132
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3. Name of Foreign Principal

Office of the Prime Minister of Georgia

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Registrant will provide advisory services to the Office of the Prime Minister; will provide strategic advice about explaining the programs, initiatives and policies of the Government of Georgia to relevant U.S. audiences, including Executive Branch officials, Members of the U.S. Congress and staff, reporters and media outlets, and opinion leaders including scholars and experts at think tanks and non-profit organizations; through creation of content for websites and email newsletters; provision of information to U.S. reporters and media outlets; advice to officials of Government of Georgia about speeches and public statements; as needed and requested by the Office of the Prime Minister, meetings with Members of Congress and/or staff and/or U.S. Executive Branch officials.

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Registrant will provide advisory services to the Office of the Prime Minister; will provide strategic advice about explaining the programs, initiatives and policies of the Government of Georgia to relevant U.S. audiences, including Executive Branch officials, Members of the U.S. Congress and staff, reporters and media outlets, and opinion leaders including scholars and experts at think tanks and non-profit organizations; through creation of content for websites and email newsletters; provision of information to U.S. reporters and media outlets; advice to officials of Government of Georgia about speeches and public statements; as needed and requested by the Office of the Prime Minister, meetings with Members of Congress and/or staff and/or U.S. Executive Branch officials.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Registrant will provide advisory services to the Office of the Prime Minister; will provide strategic advice about explaining the programs, initiatives and policies of the Government of Georgia to relevant U.S. audiences, including Executive Branch officials, Members of the U.S. Congress and staff, reporters and media outlets, and opinion leaders including scholars and experts at think tanks and non-profit organizations; through creation of content for websites and e-mail newsletters; provision of information to U.S. reporters and media outlets; advice to officials of Government of Georgia about speeches and public statements; as needed and requested by the Office of the Prime Minister, meetings with Members of Congress and/or staff and/or U.S. Executive Branch officials. The purpose of these activities is to explain to the U.S. public and government officials the policies and programs of the Government of Georgia.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
September 12, 2012	Molly Kathleen McKew, Chief Executive Officer	/s/ Molly Kathleen McKew eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Ivane Merabishvili
Prime Minister of Georgia
State Chancellery
Ingorokva St. 7
Tbilisi, Georgia

September 1, 2012

Dear Prime Minister:

This letter will serve as the formal Agreement under which Fianna Strategies LLC (FS) will represent the Prime Minister's Office of Georgia (PMOG) as a government relations and communications consultant. This representation will include: providing advisory services, as required, to the PMOG and other officials in the Georgian government, as instructed by the PMOG; assisting the PMOG in communicating its programs and objectives to relevant US audiences, including the administration, the US Congress, think tanks and other organizations and policymakers, and the media, as required; developing US support for the foreign and domestic policies of the Government of Georgia, as overseen by the PMOG. The terms and conditions of this Agreement are stated below.

- 1) FS shall devote such time and effort to perform its duties as may reasonably be requested by the PMOG. FS shall be available to meet with the Prime Minister, his office, or his representatives on a regular basis.
- 2) In complete consideration for the government relations and communications services to be rendered under this Agreement, the PMOG shall pay FS, over the 16-month term of this Agreement, the net amount of \$320,000.00 (USD), a monthly, non-refundable fee of \$20,000.00 (USD), excluding all Georgian taxes, beginning on September 1, 2012 and ending December 31, 2013. An additional monthly fee of \$1,500 (USD) shall be paid to FS to cover reasonable expenses; this fee does not include expenses relating to international travel (economy class flights, standard room accommodations, transfers to/from airports) or domestic travel (if required by the client), which will be reimbursed separately by the PMOG upon the submission of receipts. Due to the anticipated time on the ground in Georgia, a local housing allowance is preferred to hotel accommodations and should be agreed upon by the parties. Payment terms will be 100% net thirty (30) days on all invoiced amounts. The PMOG shall notify FS within five (5) business days after receipt of an invoice if it disputes all or some element of the invoice. The PMOG and FS shall promptly attempt to effect a resolution of any dispute. Notwithstanding the foregoing, the PMOG shall pay the undisputed portion of any invoice. The PMOG may withhold payment of only that portion of an invoice disputed by the PMOG in good faith until the dispute has been resolved.

- 3) Payment of the fee will be made in five installments: \$86,000.00 (USD) (four months of fees plus expenses) will be paid upon the signing of this agreement; and \$64,500.00 (USD) (three months of fees plus expenses) will be paid quarterly on January 1, 2013; on April 1, 2013; on July 1, 2013; and on October 1, 2013. Additional housing expenses may be added to these payments if agreed.
- 4) The parties may renew this Agreement for an additional time period as further agreed in writing.
- 5) FS shall treat information relating to the activities of the PMOG in these matters as private and confidential and shall not disclose such information to any other party unless asked to do so by the PMOG, except as required by United States law and regulation (including Title 22, Chapter 11 of the United States Code pertaining to the Foreign Agents Registration Act). This covenant shall survive the termination of this Agreement.
- 6) FS shall avoid any and all behavior which might damage the Government of Georgia's reputation or which may in any way adversely affect its interests, reputation, or assets; perform or arrange tasks as instructed by the PMOG and commits itself not to incur excessive or unjustified expenses during the execution process; hold all necessary negotiations and manage all arrangements necessary for performing assigned tasks; inform the PMOG of any circumstances which may constrain FS from immediately launching, executing, or completing tasks; and also to inform the PMOG of cases when FS fails to follow instructions.
- 7) In connection with the services or the transactions contemplated by this Agreement, FS and PMOG, each represent and warrant that they shall at all relevant times comply and cause their respective officers, employees, representatives, consultants, affiliates and subcontractors (collectively, such party's "Group") to be in compliance with all applicable laws, rules, regulations, directives, ordinances, order or statute (collectively the "Laws"), including but not limited to such Laws dealing with improper or illegal payments, gifts, or gratuities to public officials or private individuals for the purpose of influencing their decisions, the U.S. Foreign Corrupt Practices Act of 1977 as amended and revised, all applicable anti-bribery Laws of the Government of Georgia, any applicable anti-bribery Laws of other countries, the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and the sanctions regulations administered by the U.S. Treasury Department Office of Foreign Assets Control. Further, FS and PMOG each represent and warrant that it has not acted, will not act, and has not and will not cause, directly or indirectly, any other third party to act, in any manner that would cause FS and PMOG or any of their Group, to violate the Laws. Each party agrees to indemnify, defend, and hold harmless the other party and its affiliates (respective directors, officers, employees, agents, successors, and assigns, against demands, liabilities, fines, penalties, losses, and damages (including costs, investigation and litigation expenses and counsel fees incurred in connection therewith) arising out of or related to its obligations under this Article.

- 8) During the life of this agreement and for six months after the termination of this agreement, FS agrees not to represent or work for any Georgian political party, movement, or association or any entity seeking to influence Georgian politics without the prior written consent of the Prime Minister's Office.
- 9) FS shall provide a report for its activities through the end of 2012, after which it will provide quarterly reports of its activities on behalf of the client.
- 10) It is understood and agreed that the operations of FS are those of an independent contractor, and that FS has the authority to control and direct the performance of the details of the services to be rendered and performed, and it is further agreed that FS is not, except as herein provided, subject to control by the PMOG.
- 11) Notwithstanding the terms of this Agreement, either party may terminate this Agreement upon 30 days written notice to the other, with no further obligation other than to pay FS such fees and expenses, including costs which may be owed by FS for the services of subcontractors or consultants retained for work relating to the PMOG, which would have accrued up to and through the 30-day notice period. Should this Agreement terminate prior to its natural expiration, and fees paid to FS by the PMOG that exceed the pro-rata share of earned fees apportioned on a daily basis up to the date of termination shall be refunded by FS to the PMOG. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of New York, United States of America excluding its conflicts of laws principles.

If the foregoing accurately reflects the understanding reached by FS and the PMOG, please sign this letter in the space indicated below.

Sincerely,


Molly K. McKew
Fianna Strategies

Agreed to and Accepted this _____ day of _____ 2012

By _____


NAME Otar Gogodze
Director of Administrative Department
Chancellery of the Government of Georgia

02.09.12